

ILLINOIS STATE POLICE MERIT BOARD
OF THE STATE OF ILLINOIS

IN RE THE MATTER OF:

TROOPER TIMOTHY BAKER
I.D. #5277

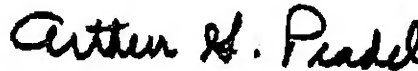

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) Illinois State Police
) Merit Board No. 15-04
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ORDER

THIS CAUSE comes before the Merit Board on a Joint Motion for a Decision of the Merit Board. The Board has reviewed the Joint Motion of the Parties and the attached Settlement Agreement, carefully noting the admissions of Trooper Baker, the serious allegations that have been admitted and the agreement of the parties to a 180 day suspension.

The Board hereby approves the settlement of the parties and hereby enters an order approving the 180 day suspension of Trooper Baker incorporating the Joint Motion and Settlement of the Parties as and for the Order of the Board.

Dated this 15 day of October, 2015.



Arthur George Pradel
Chairman
State Police Merit Board, State of Illinois

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SEP 23 2015

ILLINOIS STATE POLICE
MERIT BOARD

STATE OF ILLINOIS

ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF:

TROOPER TIMOTHY BAKER

I.D. No. 5277



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Illinois State Police

Merit Board No. 15-04

JOINT MOTION FOR A DECISION OF THE MERIT BOARD

NOW COME LEO P. SCHMITZ, the Director of the Illinois State Police, by his attorney, Lisa Madigan, Attorney General of Illinois, and TROOPER TIMOTHY BAKER, by his attorney, Guy Studach, and set forth their Joint Motion for a Decision of the Merit Board in the above-captioned matter. In support of this motion, the Parties state as follows:

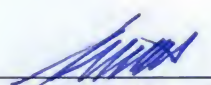
1. On May 15, 2015, Director Schmitz filed a Complaint against Trooper Baker with the Illinois State Police Merit Board in this matter seeking discipline up to and including discharge.
2. The Parties have resolved all differences and conflicts that led to the initiation of said Merit Board Case and have agreed to enter into a Settlement Agreement with respect to all charges.
3. A copy of the Settlement Agreement is attached hereto and incorporated herein by reference, and it is now the request of all

Parties that a Decision of the Merit Board be entered in accordance with the terms of the Settlement Agreement.


4. The parties are aware the authority to make disposition of this cause rests with the Merit Board. Therefore, these stipulations and recommendations are entered into on the condition the Merit Board adopts the recommendations as its own order. Should the Merit Board, in the exercise of its statutory authority, decline to adopt the recommendations in their entirety, then in that event: (1) all stipulations and recommendations contained in this document shall be void and held for naught in any further evidentiary hearing on this matter; and (2) the parties would not be precluded from presenting evidence on any relevant issue, whether or not included herein.

WHEREFORE, the Parties respectfully request that the Illinois State Police Merit Board issue a Decision approving and incorporating the terms of the attached Settlement Agreement, and for such further relief as the Board deems just and reasonable.

Respectfully submitted:



Karen L. McNaught
Assistant Attorney General
Attorney for Petitioner,
Leo P. Schmitz, Director



Guy Studach
Attorney for Respondent,
Trooper Timothy Baker

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SEP 23 2015

ILLINOIS STATE POLICE
MERIT BOARD

STATE OF ILLINOIS

ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF:

TROOPER TIMOTHY BAKER

I.D. No. 5277



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Illinois State Police
Merit Board No. 15-04

SETTLEMENT AGREEMENT

NOW COME LEO P. SCHMITZ, the Director of the Illinois State Police, by his attorney, Lisa Madigan, Attorney General of Illinois, and TROOPER TIMOTHY BAKER, by his attorney, Guy Studach, and for their Settlement Agreement, hereby stipulate and state as follows:

1. Trooper Baker admits that on November 17, 2014, while off-duty, he drove his personally owned vehicle while under the influence of alcohol in Carbondale, Illinois, as alleged in Count I of the Complaint.
2. Trooper Baker admits that on March 25, 2015, he did not truthfully answer questions in a Department personnel investigation when he made the following statements in his administrative interview:
 - a. that he was not intoxicated at the time of the crash;
 - b. that he left the scene of the accident because he thought he was going

to vomit or soil himself;

c. that he did not make a statement to Larry's Towing driver Daniel Stewart to the effect "just be cool man, if you get me out of here I will tell them I coerced you," and/or "if you do that, I will be screwed," in reference to Stewart stating they needed to call the police;

d. that the reason he did not contact the Carbondale Police Department about the accident was due to his illness; and

e. that the reason he had his wife pick him up at Kroger was due to the congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois;

3. Trooper Baker now admits the following facts and admits that he lied about each of these facts in his administrative interview on March 25, 2015:

a. he was intoxicated at the time of the crash;

b. he left the scene of the accident not because he thought he was going to vomit or soil himself; but because he did not want to be arrested for driving under the influence of alcohol;

c. he made a statement to Larry's Towing driver Daniel Stewart to the effect of "just be cool man, if you get me out of here I will tell them I coerced you," and/or "if you do that, I will be screwed," in reference to Stewart stating they needed to call the police;

d. the reason he did not contact the Carbondale Police Department about the accident was to avoid arrest rather than being due to his

illness; and

e. that the reason he had his wife pick him up at Kroger was to avoid being arrested rather than because of congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois.

4. Trooper Baker admits that on November 20, 2014, he submitted a memorandum which was not truthful and complete, in that: (a) he stated he left the Buffalo Wild Wings, attempted to drive over the curb, and left the premises without reporting the crash because he believed he was going to vomit or soil himself, and (b) he said the reason he had his wife pick him up at Kroger was due to the congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois, as alleged in Count III of the Complaint.
5. Trooper Baker admits that on November 17, 2014, he committed the offense of Leaving the Scene of a Property Damage Accident (Motor Vehicle Accident Involving Damage to Vehicle) in violation of 625 ILCS 5/11-402, a Class A Misdemeanor, when he struck a fire hydrant with his personally owned vehicle in the Buffalo Wild Wings parking lot in Carbondale, Illinois, causing damage to his vehicle and left the scene of the accident, as alleged in Count IV of the Complaint.
6. Trooper Baker admits that on November 17 and 18, 2014, he engaged in conduct which caused the Department to be brought into disrepute when he drove his personally owned vehicle while under the influence of alcohol in Carbondale, Illinois; struck a fire hydrant in the Buffalo Wild Wings parking

illness; and

e. that the reason he had his wife pick him up at Kroger was to avoid being arrested rather than because of congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois.

4. Trooper Baker admits that on November 20, 2014, he submitted a memorandum which was not truthful and complete, in that: (a) he stated he left the Buffalo Wild Wings, attempted to drive over the curb, and left the premises without reporting the crash because he believed he was going to vomit or soil himself, and (b) he said the reason he had his wife pick him up at Kroger was due to the congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois, as alleged in Count III of the Complaint.
5. Trooper Baker admits that on November 17, 2014, he committed the offense of Leaving the Scene of a Property Damage Accident (Motor Vehicle Accident Involving Damage to Vehicle) in violation of 625 ILCS 5/11-402, a Class A Misdemeanor, when he struck a fire hydrant with his personally owned vehicle in the Buffalo Wild Wings parking lot in Carbondale, Illinois, causing damage to his vehicle and left the scene of the accident, as alleged in Count IV of the Complaint.
6. Trooper Baker admits that on November 17 and 18, 2014, he engaged in conduct which caused the Department to be brought into disrepute when he drove his personally owned vehicle while under the influence of alcohol in Carbondale, Illinois; struck a fire hydrant in the Buffalo Wild Wings parking

lot; and left the scene of the crash without reporting it to lawful authorities. Further, Respondent was not truthful with investigating officers from the Carbondale Police Department when he told them he had consumed one beer, and he was subsequently arrested for Leaving the Scene of a Property Damage Accident all as alleged in Count V of the Complaint.

7. The Parties agree that the above admissions constitute a violation of policy as alleged in Counts I, II, III, IV, and V of the Complaint.
8. The Parties agree that in consideration of the admissions by Trooper Baker and the acceptance thereof by the Illinois State Police, Trooper Baker shall be suspended for one hundred and eighty (180) days without pay. Trooper Baker shall be permitted to utilize up to thirty (30) days of accumulated time off which has been accrued as of the date of any suspension period, other than sick time, to satisfy that period of any suspension in lieu of days off without pay, in accordance with the applicable collective bargaining agreement. Further, Trooper Baker shall be entitled to maintain his health insurance coverage during the period of suspension upon his full payment of all premiums.
9. The Agreement of the Parties renders any further proceedings unnecessary in the above-captioned matter currently pending before the Illinois State Police Merit Board, as that cause is now fully resolved between the Parties. Furthermore, the Parties agree to forever waive any and all appeals from any administrative proceedings related thereto. The Parties agree to file, through

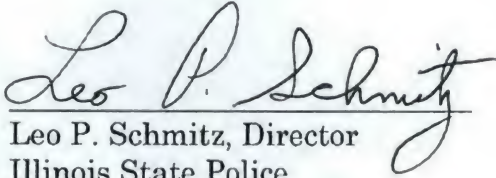
their respective counsel, a joint motion with the Illinois State Police Merit Board requesting a decision of the Merit Board in accordance with this Settlement Agreement.


10. The Illinois State Police and Trooper Baker acknowledge that by entering into this Settlement Agreement, this Agreement constitutes a full and fair settlement of any actual or potential charges relating to the matters addressed in Illinois State Police Merit Board Case Docket Number 15-04.
11. Trooper Baker, his heirs, successors and assigns, agree to release, and hereby release and forever discharge the State of Illinois, the Illinois State Police, its current or former officers, agents, employees, and insurers, from any and all claims for damages, back pay, interest, attorney's fees, costs, expenses or other relief on account of, or in any way arising out of any and all injuries or deprivations of civil or constitutional rights or state law claims, including but not limited to actions under 42 U.S.C. § 1983 and Title VII of the Civil Rights Act of 1964, as amended, or in equity, arising out of the subject matter of the aforementioned case, that were known or should have been known up to and including the date of this Settlement Agreement. This Settlement Agreement is intended to be a full and complete disposition of this entire claim and/or cause.
12. The Parties acknowledge that they have read and fully understand the terms of this Settlement Agreement, that they have participated in the drafting of this settlement agreement, that they have had the advice and benefit of counsel of their choosing with respect to its terms, that this document

constitutes the entire agreement of the Parties, that this Settlement Agreement will be governed by the laws of the State of Illinois, and that they do hereby willingly and voluntarily agree to its terms and conditions. No promise has been made to pay or give Trooper Baker, any greater or further consideration other than as stated in this Settlement Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter of this Settlement Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Settlement Agreement.

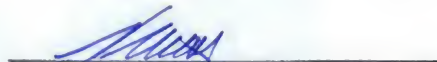
13. This Agreement shall not be construed to constitute a waiver of the sovereign immunity of the State of Illinois or the Illinois State Police.
14. The parties are aware the authority to make disposition of this cause rests with the Merit Board. Therefore, these stipulations and recommendations are entered into on the condition the Merit Board adopts the recommendations as its own order. Should the Merit Board, in the exercise of its statutory authority, decline to adopt the recommendations in their entirety, then in that event: (1) all stipulations and recommendations contained in this document shall be void and held for naught in any further evidentiary hearing on this matter; and (2) the parties would not be precluded from presenting evidence on any relevant issue, whether or not included herein.

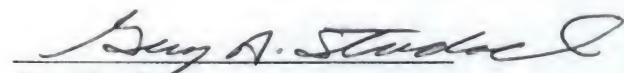
WHEREFORE, in witness of this Agreement, the parties have executed it on
the 9th day of September, 2015.


Leo P. Schmitz, Director
Illinois State Police


TPR. Timothy Baker #5277
Trooper Timothy Baker #5277
Respondent

Approved as to form and content:


Karen McNaught
Bureau Chief
Attorney for Petitioner,
Leo P. Schmitz, Director


Guy Studach
Attorney for Respondent,
Trooper Timothy Baker

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MAY 15 2015

STATE OF ILLINOIS

ILLINOIS STATE POLICE MERIT BOARD

ILLINOIS STATE POLICE
MERIT BOARD

IN THE MATTER OF:

TROOPER TIMOTHY BAKER

I.D. No. 5277



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Illinois State Police
Merit Board No. 15-

COMPLAINT

NOW COMES Leo P. Schmitz, Director of the Illinois State Police, pursuant to 20 ILCS 2610/14 and 80 Ill. Admin. Code § 150.575, and states as follows:

COUNT I

DRIVING UNDER THE INFLUENCE OF ALCOHOL

1. Timothy Baker (Respondent) is employed as a State Police Officer by the Illinois State Police (Department). Respondent holds the rank of Trooper and has been employed by the Department since March 4, 2001. At all times relevant to this Complaint, Respondent was assigned to patrol duties in District 22, Ullin, Illinois.
2. On Monday, November 17, 2014, while off-duty, Respondent drove his personal vehicle to the Buffalo Wild Wings in Carbondale, Illinois ("Buffalo Wild Wings" or "restaurant"). Respondent's personal vehicle is a yellow Hummer H3, a large SUV, with license plate T81 5726 ("Hummer"). Respondent arrived at the restaurant at approximately 3:20 p.m. and sat at the bar by himself.

3. Between 3:20 p.m. and 6:45 p.m., Respondent consumed five (5) Blue Moon beers, one of which was purchased for him by another patron. Each of the Blue Moon beers Respondent consumed was in a tall glass consisting of 18-23 ounces (a "tall Blue Moon"). At 5:38 p.m. Respondent ordered chicken wings with Caribbean Jerk sauce and potato wedges with chili cheese sauce. At 6:46 p.m. Respondent paid his bar bill. At 6:49 p.m. while on his way out of the restaurant, Respondent purchased two bottles of Buffalo Wild Wings sauce from the restaurant's front counter. Copies of the receipts for Respondent's bills and that of the other patron were obtained and these receipts reflect the drinks and food purchased by or for Respondent, as well as the times these purchases were made.
4. Elizabeth Carruthers was the bartender on duty when Respondent arrived, and she waited on him until her shift ended at 6:00 p.m. Carruthers observed Respondent for over two hours and forty-five minutes and believed Respondent was intoxicated after he consumed his last tall Blue Moon. Carruthers observed Respondent had a red face and would have long stares and believed Respondent drank a water before leaving in an attempt to sober up. When Carruthers' shift ended she informed the next bartender, Elena Brown, that Respondent was intoxicated.
5. Elena Brown was the bartender on duty after 6:00 p.m. She observed Respondent for approximately 45 minutes while he sat at the bar, during which time she saw Respondent drink a water and cashed him out. Brown noticed

Respondent's face was red, his speech was fast and loud, and she believed he was intoxicated.

6. After leaving the restaurant at approximately 6:50 p.m., Respondent intentionally drove his Hummer forward from its parking spot over a curb, intending to cross a parking island to get to the exit road. In the process, Respondent's Hummer struck a fire hydrant which was in the parking island immediately in front of his vehicle, and his Hummer rode up and on top of the hydrant, causing the vehicle to get stuck. The Hummer's front grill sustained noticeable damage, but upon inspection the fire hydrant did not appear to be damaged.
7. Respondent called Larry's Towing and spoke with tow driver Jeff Cannon. Respondent advised Cannon he was at the Buffalo Wild Wings and needed a tow to pull his vehicle off a curb. Cannon arrived at Buffalo Wild Wings and observed Respondent sitting inside his Hummer as it was resting on top of the fire hydrant. Cannon advised Respondent he would not pull Respondent's vehicle off the hydrant unless the police or fire department were called and gave permission. Respondent pleaded with Cannon to pull the Hummer off the hydrant. Cannon called his co-worker Daniel Stewart to come to the scene to assist in dealing with Respondent and the situation. While waiting for Stewart to arrive, Respondent continued to plead with Cannon to remove the Hummer from the hydrant. Cannon spoke with Respondent for approximately 15 minutes and noticed his speech was slurred. During their conversation, Respondent never indicated he was ill or needed to use the restroom.

8. While Cannon was still at the scene, Theodore Lattan was walking into the restaurant and observed the Hummer resting on top of the fire hydrant. Lattan is a Carbondale police officer and was off-duty. Lattan observed Respondent standing next to his vehicle and believed Respondent to be intoxicated due to his appearance and actions.
9. Larry's Towing tow driver Daniel Stewart arrived on scene and observed the yellow Hummer on top of the fire hydrant and that no police or fire personnel were there. As Stewart was parking his tow truck, Respondent jumped on the side of Stewart's truck and stated "Can you help me out, be cool and get me out of here." Stewart could tell immediately Respondent was intoxicated as he was slurring his words and the look on his face. Stewart also told Respondent the police or fire department would need to be called before he would remove the vehicle. Respondent pleaded with Stewart to remove the Hummer, stating Respondent would take full responsibility if anything happened and that if Stewart removed his vehicle Respondent would tell authorities Respondent coerced Stewart. Stewart again told Respondent if he wanted the Hummer removed they would need to call the police, to which Respondent stated "if you do that, I will be screwed." Stewart told Respondent he might try calling American Towing to see if they would remove the vehicle and then prepared to leave. As Stewart was leaving Respondent stated "nobody needs to know about this right?" Stewart drove away from the restaurant and shortly thereafter contacted the Carbondale Police Department and advised them of the situation.

Stewart spoke with Respondent for approximately 30 minutes, and Respondent never indicated he was ill or needed to use the restroom.

10. Respondent then called Express Tow and spoke with tow driver Jason Nimo. Respondent indicated he was at Buffalo Wild Wings and needed to be winched out. Nimo noticed that Respondent's speech was slurred and he seemed to be in a panic. Nimo dispatched driver John Tweedy to handle Respondent's call.
11. Express Tow driver John Tweedy arrived at the scene and observed Respondent's yellow Hummer on top of the fire hydrant. Respondent asked Tweedy "can you pull that off for me?" Tweedy advised he could not tow the Hummer until the Carbondale Police or Fire Department instructed him to do so. Respondent then walked away and Tweedy drove off.
12. Respondent returned to the lobby of the Buffalo Wild Wings and called his wife to come pick him up. Respondent's wife was home alone with their young child. Respondent and his wife live in Goreville, a drive of approximately 30-35 minutes from the Buffalo Wild Wings.
13. As Respondent was waiting in the front lobby of the Buffalo Wild Wings for his wife to pick him up, he suddenly turned and walked through the restaurant, past the men's restroom, and out the side patio door. Less than one minute later, two uniformed Carbondale police officers entered the restaurant looking for the driver of the Hummer that was resting on top of the fire hydrant.
14. Respondent then walked away from the Buffalo Wild Wings in the direction opposite his vehicle, and in the dark crossed an open field of several hundred yards and a ditch, past several open businesses to a Kroger grocery store.

Security video obtained from the Kroger store shows Respondent entering the store at 8:19 p.m. and getting picked up by a dark colored van (Respondent's wife) at 8:46 p.m. Respondent then had his wife drive him home, leaving his Hummer resting on top of the fire hydrant at the Buffalo Wild Wings.

15. Respondent did not call the local police or fire department at any time on the evening of November 17, 2014, to report his crash, nor did he request his wife to report it for him.
16. On November 18, 2014, Respondent went directly to the Carbondale Police Department to retrieve his vehicle, arriving at approximately 10:11 a.m. Respondent was accompanied by his father Robert "Wes" Baker, a retired Illinois State Police Officer. Respondent was questioned by Carbondale Police Sergeant Doug Wilson and Officer Ryan Tripple as to the incident. Respondent told the Carbondale officers that as he was leaving the Buffalo Wild Wings he felt ill with severe stomach pains and believed he was about to defecate himself; that due to heavy traffic congestion, he drove his vehicle over the curb in hopes of getting to the roadway faster; that his vehicle struck the fire hydrant and came to rest on top of it; and that he called his wife to come pick him up and take him home to use the restroom. Officer Tripple asked Respondent if he had consumed any alcohol at Buffalo Wild Wings, and Respondent answered that he had one beer. Upon the advice of his father, Respondent refused to answer further questions. Officer Tripple then arrested Respondent for the offense of Leaving the Scene of a Property Damage Accident. Respondent declined to provide a written statement to the investigating officers.

17. On November 20, 2014, Respondent submitted a memorandum to his supervisor Master Sergeant Alvey in which he stated that on November 17, 2014, he went to the Buffalo Wild Wings and ate spicy chicken wings with potato wedges and became ill; that he left the Buffalo Wild Wings and the parking lot was congested so he drove over the curb in his Hummer as he felt he was going to vomit or soil himself; that he struck the fire hydrant because it was so close to the curb he could not see it due to the height of his Hummer; that he inspected the fire hydrant and it was not damaged; that he called two tow companies and they both told him they could not remove the Hummer because it was resting on a fire hydrant; that he became more ill and called his wife to come and pick him up; that the restroom at Buffalo Wild Wings was congested; that he told his wife to pick him up at Kroger due to heavy traffic at the intersection of East Main and Giant City Road; that he walked to Kroger where he used the restroom and had violent diarrhea; that his wife picked him up at Kroger and he returned home, where he became extremely sick with diarrhea and vomiting; that as soon as he was physically able to do so, he went to the Carbondale Police Department the morning of November 18, 2014; that he was questioned by Carbondale Sergeant Wilson and he told Sergeant Wilson his account of what happened; and that he was processed for the offense of Motor Vehicle Accident Involving Damage to Vehicle, bonded out, and was released.
18. On March 25, 2015, agents from the Department's Division of Internal Investigation (DII) conducted an administrative interview of Respondent in the presence of his attorney after giving Respondent notice of the allegations under

investigation and his administrative rights. During his administrative interview, among other statements, Respondent stated as follows:

That he consumed five tall Blue Moon beers at the Buffalo Wild Wings; that he became ill with stomach cramps after eating the spicy food, and believed he had food poisoning which made him feel he was going to vomit or soil himself, so he left the restaurant; that when he was in his vehicle, the parking lot was congested so he intended to drive over the curb and go out directly onto the road, but did not see the fire hydrant in front of him due to the height of his vehicle; that his vehicle struck the hydrant and became stuck on top of it; that he called two tow companies, but they would not pull him off unless the police or fire department authorized them to do so; that he spent approximately 45 minutes dealing with the tow operators; that he did not tell the tow driver that if the police were called he "would be screwed" or that he would tell the police he coerced the tow driver to remove his vehicle; that he did not call the police because he thought it would be quicker just to go home, where he had medication and could use his own restroom, so he called his wife; that he did not see the Carbondale police arrive at the Buffalo Wild Wings; that he had his wife meet him at Kroger because she did not like driving on the congested main road that leads to Buffalo Wild Wings; that when he was at Kroger he used the bathroom, which was the first time he had a bowel movement after he became ill; that he did not purchase any medication for his stomach cramps at Kroger because he had medication at home; that he went home and did not call the police to report the crash because he was ill with diarrhea; that he went to get

his vehicle the next morning as soon as he was physically able; that he was not intoxicated at the time of the crash; that when he was questioned by the Carbondale police at the police station he told them he had been drinking beer and did not tell them how many beers he had consumed; that his memorandum of the incident was true and accurate; that he did not leave the Buffalo Wild Wings and walk to Kroger because he did not want the police to see him; and that he did not see a doctor due to his illness.

19. Trooper Joseph Anderton of the Department's Alcohol and Substance Testing Section reviewed the facts pertaining to Respondent's alcohol consumption and provided an estimate of Respondent's blood alcohol content (BAC) both before and after the time of the crash. In Trooper Anderton's opinion, based upon Respondent's weight, the amount of alcohol and food Respondent consumed over the time period in question, Respondent's BAC would have been approximately .11% at 6:00 p.m. on November 17, 2014; between .128% -.130% at 7:00 p.m., and between .113%-.115% at 8:00 p.m. Trooper Anderton estimated Respondent's system would have completely eliminated the presence of alcohol around 4:00 a.m. on November 18, 2014.
20. All or a portion of the facts set forth herein constitute Respondent's violation of Departmental Directive ROC-002, Rules of Conduct, Paragraph III.A.47.b., which states:

"Officers will not: ...

- (b) while on or off duty, drive or be in physical control of a vehicle while under the influence of alcohol, any other drugs, intoxicating

compounds, or any combination thereof.”

(First Offense-Level 7 Misconduct, Up to Termination)

Respondent violated this rule in that on November 17, 2014, while off-duty, he drove his personally owned vehicle while under the influence of alcohol in Carbondale, Illinois.

COUNT II

FAILURE TO TRUTHFULLY ANSWER QUESTIONS

IN AN ADMINISTRATIVE INTERVIEW

- 1.- 19. Paragraphs 1. through 19., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 19., inclusive, of Count II as if fully set out herein.
20. All or a portion of the facts set forth herein constitute Respondent’s violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.41.c., which states:

“Officers are required to truthfully answer questions by, or render material and relevant statements to, competent authority in a Department personnel investigation when said officer: ...

- (c) is the subject of the investigation and has been advised of his/her statutory administrative proceedings rights if the allegation indicates that a recommendation for demotion, suspension of more than 15 days or discharge from the Department is probable.”

(First Offense-Level 7 Misconduct, Up to Termination).

Respondent violated this rule in that on March 25, 2015, Respondent did not truthfully answer questions in a Department personnel investigation when he made the following statements in his administrative interview, each of which is not true:

- a. that he was not intoxicated at the time of the crash;
- b. that he left the scene of the accident because he thought he was going to vomit or soil himself;
- c. that he did not make a statement to Larry's Towing driver Daniel Stewart to the effect "just be cool man, if you get me out of here I will tell them I coerced you," and/or "if you do that, I will be screwed," in reference to Stewart stating they needed to call the police;
- d. that the reason he did not contact the Carbondale Police Department about the accident was due to his illness; and
- e. that the reason he had his wife pick him up at Kroger was due to the congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois.

COUNT III

SUBMITTING A FALSE REPORT

1.- 19. Paragraphs 1. through 19., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 19., inclusive, of Count III as if fully set out herein.

20. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.33., which states:

"Reports submitted by officers will be truthful and complete, and no officer will knowingly make false statements, charges or allegations in connection with any Department citations, warnings, assistance rendered, accident reports, field reports, investigative reports, computer entries or by any other means that creates an official record of the Department."

(First offense-Level 5 Misconduct, 60-90 days).

Respondent violated this rule in that on November 20, 2014, he submitted a memorandum which was not truthful and complete, in that he stated he left the Buffalo Wild Wings and attempted to drive over the curb and left the premises without reporting the crash because he believed he was going to vomit or soil himself; and/or when he said the reason he had his wife pick him up at Kroger was due to the congestion at the intersection of East Main and Giant City Road in Carbondale, Illinois.

COUNT IV

VIOLATION OF STATE LAW –

LEAVING THE SCENE OF A PROPERTY DAMAGE ACCIDENT

1.- 19. Paragraphs 1. through 19., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 19., inclusive, of Count IV as if fully set out herein.

20. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.1., which states:

“1. Officers will uphold the Constitutions of the United States and the state of Illinois, obey all federal, state and local laws in which jurisdiction the officer is present, and comply with court decisions and orders of courts having jurisdiction.”

(Misdemeanor Offense-Level 4 Misconduct: 31 to 45 Days)

Respondent violated this rule in that on November 17, 2014, he committed the offense of Leaving the Scene of a Property Damage Accident (Motor Vehicle Accident Involving Damage to Vehicle) in violation of 625 ILCS 5/11-402, a Class A Misdemeanor, when he struck a fire hydrant with his personally owned vehicle in the Buffalo Wild Wings parking lot in Carbondale, Illinois, causing damage to his vehicle and left the scene of the accident.

COUNT V

BRINGING THE DEPARTMENT INTO DISREPUTE

1.- 19. Paragraphs 1. through 19., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 19., inclusive, of Count V as if fully set out herein.

20. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.8., which states:

"Officers will maintain a level of conduct in their personal and business affairs that is in keeping with the highest standards of the law enforcement profession. Officers will not participate in any conduct that impairs their ability to perform as law enforcement officers or causes the Department to be brought into disrepute."

(First Offense – Level 2 Misconduct: 4 to 10 Days).

Respondent violated this rule in that on November 17 and 18, 2014, he engaged in conduct which caused the Department to be brought into disrepute when he drove his personally owned vehicle while under the influence of alcohol in Carbondale, Illinois, struck a fire hydrant in the Buffalo Wild Wings parking lot, and left the scene of the crash without reporting it to lawful authorities. Further, Respondent was not truthful with investigating officers from the Carbondale Police Department when he told them he had consumed one beer, and he was subsequently arrested for Leaving the Scene of a Property Damage Accident.

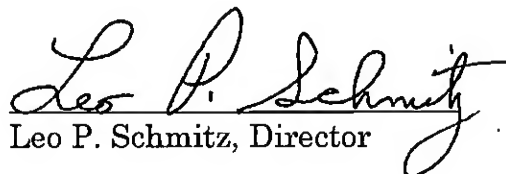
CERTIFICATION

A copy of Illinois State Police Department Directive ROC-002, Rules of Conduct, is provided in the incorporated attachment and is certified by the Director as accurate, complete, and in full force and effect at the time the aforementioned acts were committed.

CONCLUSION

WHEREFORE, by reason of these facts and charges, I request the Illinois State Police Merit Board conduct a hearing in this matter and terminate Respondent from employment with the Illinois State Police.

Respectfully submitted,


Leo P. Schmitz, Director

Illinois State Police
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